IN THE HIGH COURT OF JUDICATURE, ANDHRA PRADESH AT HYDERABAD.

THURSDAY, THIRTY FIRST DAY OF MARCH,

TWO THOUSAND AND FIVE

PRESENT

HON'BLE SRI DEVINDER GUPTA,

CHIEF JUSTICE

AND

HON'BLE SRI JUSTICE B. SESHASAYANA REDDY.

-

WRIT APPEAL NO. 729 OF 2005.

(Writ Appeal under Clause 15 of the Letters Patent against the order dated 10.03.2005 in W.P.No.19569 of 1995 on the file of the High Court)

BETWEEN:

1. The Chairman, A.P. Housing Board,
   Gruhakalpa, M.J. Road, Hyderabad.
2. The Regional Housing Engineer, A.P.
   Housing Board, 11-1191/1, Kanteswar,
   Nizamabad Division, Nizamabad.
3. The Executive Engineer, A.P. Housing
   Board, Nizamabad Division,
   Nizamabad.

….. **APPELLANTS.**

AND

J. Padma, W/o P.Venkat Rao,

R/o Nallakunta, Hyderasbad.

…**.. RESPONDENT.**

Counsel for the appellants : Mr. J. Prabhakar.

Counsel for the respondent : Mr. M.L. Ali.

The Court Made the Following:

ORAL JUDGMENT:

(per Hon'ble The Chief Justice)

…..

1. We have heard counsel for the parties. Appeal is against the order of the

learned single Judge allowing the writ petition as prayed for. Writ petition was allowed observing that no counter was filed and when matter was taken up, there was no representation on behalf of the respondents. Therefore, the allegations made in the affidavit filed in support of the writ petition stood admitted.

2. The impugned order of the learned single Judge allowing the writ petition has to be set aside inasmuch as even if there was no representation on behalf of the respondents, counter-affidavit was already on record controverting the stand taken by the writ petitioner in the writ petition. In the counter-affidavit it was stated that cost of Rs.49,900=00 at which house is allotted to petitioner is tentative. Final cost would be arrived after receipt of final bills under various heads and as per clause 20 of lease-cum-sale agreement, sale deed can be executed in petitioner's favour if she clears the balance amount i.e., difference amount of final cost and tentative cost together with interest at 12% per annum. It was stated that writ petitioner has to pay Rs.39,916=00 towards balance sale price as on 07.12.1999 and after adding interest accrued thereon, up to 31.01.2005 the petitioner is liable to pay a sum of Rs.66,977=00.

3. In view of the above, we allow the writ appeal and set aside the impugned order with direction to hear and decide the writ petition afresh in accordance with law. No costs.

_____

DEVINDER GUPTA. C.J.,

_____

B. SESHASAYANA REDDY. J.,

Dated: 31.03.2005.

VRK.

To

1. The Chairman, A.P. Housing Board, Gruhakalpa, M.J. Road, Hyderabad.
2. The Regional Housing Engineer, A.P. Housing Board, 11-1191/1, Kanteswar, Nizamabad Division, Nizamabad.
3. The Executive Engineer, A.P. Housing Board, Nizamabad Division, Nizamabad.
4. Two CD copies.

HON'BLE SRI DEVINDER GUPTA,

CHIEF JUSTICE

AND

HON'BLE SRI JUSTICE B. SESHASAYANA REDDY.

W.A.NO. 729 OF 2005.

(Judgment of the Bench delivered by

Hon'ble The Chief Justice)

Dt: 31.03.2005.